



**Project title:** Amendment #6 to the System Supply and Support Agreement with Trapeze Software Group Inc.

**Council Bill #**

**Consideration:** Amendment #6 to the contract with Trapeze Software Group, Inc.

**Agenda dates requested:**

2/12/2020

**Project:** Amendment to adjust for operational use in excess of original terms

**Partner/Supplier :** Trapeze Software Group Inc.

**Location:**

**Preceding action:** Original contract – 12/16/2009, Amendment #4 – 6/21/2016

**Fund:** 425/Transportation Services

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes ☒ No ☐

**Budget amendment:**

Yes ☐ No ☒

**PowerPoint presentation:**

Yes ☐ No ☒

**Attachments:**

Amendment #6

**Department(s) involved:**

Transportation Services/Legal

**Contact person:**

Bob Hunter

**Phone number:**

425-257-7762

**Email:**

BHunter@everettwa.gov

## City Council Agenda Item Cover Sheet

### Fiscal summary statement:

Funds associated with this amendment will be paid from the Transit budget. No budget amendment is needed.

### Project summary statement:

The City entered into an agreement with Trapeze Software Group Inc. on December 16, 2009 to provide Mobile Data Terminals and an Interactive Voice Response (IVR) system in support of our Paratransit operations. That agreement allowed for support of 399 scheduled trips per day. Amendment #4, dated June 21, 2016, replaced the original IVR system with the Ripple system that is currently in use.

Last year Trapeze audited our use of the system and found that we were exceeding the terms of the original agreement. They found that we were over the 399 scheduled trips per day on 258 of the 383 days audited.

Therefore, Trapeze has issued Amendment #6 to adjust the terms of the agreement to allow for our increased use of the system. Amendment #6 includes a one-time additional license fee of \$18,150.00 plus a first year increase of \$3,630.00 to the annual maintenance fee.

### Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment #6 to the System Supply and Support agreement with Trapeze Software Group Inc.

**Initialed by:**

Department head

Administration

Council President

## CONTRACT AMENDMENT #6

THIS AMENDMENT is made effective this 14<sup>th</sup> day of November 2019 between:

1. **Trapeze Software Group, Inc.** with its place of business at 5265 Rockwell Dr NE, Cedar Rapids, IA 52402 ("Trapeze" or "TripSpark"); and
2. **City of Everett** with its place of business at 3225 Cedar Street, Everett, Washington, U.S.A. 98201("Customer").

WHEREAS TripSpark and Customer intend to amend the TripSpark System Supply and Support Agreement made effective December 16, 2009, amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 (the "Agreement") in order increase the operational characteristics of licensed use for the TripSpark Notifications (Inbound/Outbound) (formerly named TripSpark Ripple Notifications (Inbound/Outbound) Software product under the scope of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, TripSpark and Customer agree as follows:

1. **Amendment to the Agreement**

- (a) The parties agree that the TripSpark Notifications (Inbound/Outbound) Software product is licensed to the Customer under the operational characteristic limitation of up to three hundred and ninety-nine (399) booked paratransit trips per day.
- (b) The parties agree that TripSpark is currently aware that they are exceeding the operational characteristic limitation under the Agreement, and further agree to the terms of this Amendment in order to bring the operational metrics up to current Licensee usage, from up to three hundred and ninety-nine (399) booked paratransit trips per day to up to five hundred and seventy (570) booked paratransit trips per day.
- (c) The Customer agrees to immediately pay an additional license fee in the amount of \$18,150 for TripSpark Notifications (Inbound/Outbound) Software operational license increase pursuant to Section 1(b) above. As a result of the aforementioned increase, the Customer shall pay an additional first year maintenance fee in the amount of \$3,630 (maintenance fees shall be billed on a pro-rated basis to meet a common date with the existing maintenance renewal anniversary date). For all future annual renewals, maintenance fees shall be subject to TripSpark's then current pricing.
- (d) All other terms, conditions, and covenants Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Contract Amendment #6 to be signed by their duly authorized representatives as of the date above.

**TRAPEZE SOFTWARE GROUP, INC.:**

**CITY OF EVERETT:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_